

Form 2030 13 Mohring 2021

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: Brian L. Mohring and
Rayna L. Mohring,
Debtors.

Case No. 21-20803 CMB
Chapter 13

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. Sec. 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered to or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept\$ *

*Compensation is based upon an hourly rate of \$375.00 per hour.

Prior to the filing of this statement I have received\$1,400,00 which was applied to pay \$1,074.50 in pre-filing legal services and \$325.50 in costs.

Balance due\$ **

** As specifically approved by the Court if legal fees exceed the "no look amount". This is not a "no look" fee agreement whether the legal fees for the case are less than or exceed the "no look" amount.

2. The source of the compensation paid to me was:

☐ Debtor ☐ Other (specify)

3. The source of the compensation to be paid to me is:

☒ Debtor ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with another person or persons who are not members and associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of financial affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing,

and any adjourned hearing thereof;

- d. Representation of the debtor in adversaries and other contested bankruptcy matters; subject to the exclusions set forth in the Engagement Agreement;
- e. Other provisions as needed:

Engagement Agreement: The debtor(s) Engagement Agreement with Counsel is attached hereto and incorporated herein by reference.

Right to Withdraw: The Firm retains the right, subject to court approval, to withdraw from representing the debtor(s) if the debtor(s) do not honor the terms of the engagement agreement.

Certification of Counsel: I, Gary W. Short, Esquire ("Counsel"), hereby certify under penalty of perjury that I am duly admitted to practice in the Commonwealth of Pennsylvania and in this Court, that I maintain an office for the practice of law at 212 Windgap Road, Pittsburgh, PA 15237, that to the best of my knowledge, information, and belief, I do not have any connection with the above-named Debtor, their creditors, or any other party in interest herein, except that I represent said Debtor in this proceeding and that I am a "disinterested person" in this proceeding within the meaning of 11 U.S.C. §101(14).

- 6. By agreement with the debtor(s), the above-disclosed fee does not include the following services: see engagement agreement.

CERTIFICATION

I certify that the following is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 6, 2021
Date

/s/ Gary W. Short
Signature of Attorney

The Law Firm of Gary W. Short
Name of Law Firm

chapter 13 engagement agreement Mohring

Chapter 13 Contract

1. Representation. Gary W. Short ("Counsel") agrees to represent the undersigned(s) ("Clients") in one Chapter 13 bankruptcy proceeding (the "Case") provided Clients (a) timely provides Counsel with the information which is needed to prepare Clients' petition, (b) timely pay the initial payment (see paragraph 2), and (c) honor the terms of this agreement. This agreement does not apply to any other case or chapter.

2. Cost. Clients are required to pay an initial payment for this Chapter 13 of \$1,400.00 before this engagement is effective. As of 4/4, 2021, Clients have paid Counsel \$ 1400. This payment will be (or was) applied in payments of pre-filing legal fees of \$ 1074.50 and costs of \$ 400. The remainder of \$ 0 is a retainer for the Case. Counsel shall be compensated on an hourly fee basis at a rate of three hundred seventy-five dollars per hour plus expenses. Counsel agrees to accept payment of the balance of Counsel's fees and expenses in monthly payments under a Chapter 13 plan. If the Case is dismissed, Clients agree to pay the unpaid balance of Counsel's fees and expenses within thirty days or as otherwise agreed in writing.

3. Services. Counsel will prepare all documents and attend all hearings, conferences, and meetings which are reasonably necessary to properly prosecute the Case subject to the exception that the Counsel is not obligated to undertake litigation which Counsel believes Client cannot afford.

4. Clients' Obligations. Clients agree to (a) supply Counsel with all of the information needed for the Case, (b) attend §341 meetings, (c) cooperate with Counsel so that Counsel can properly represent Clients, (d) timely make all Chapter 13 plan payments, (e) file all delinquent tax returns within 60 days of the petition date, (f) submit to an automatic bank debit to fund the plan (if applicable), and (g) consent to a wage attachment if required by the Court (the "Obligations"). If Counsel notifies Clients that either Clients are not fulfilling the Obligations and Clients do not timely provide reasonable assurances that Clients will perform the Obligations, Clients agree that Counsel may withdraw as Clients' attorney.

5. Disclosures. Counsel is required to advise you that Counsel is a debt relief agency which helps people file for bankruptcy relief under the Bankruptcy Code.

6. This is not a flat fee agreement. You are charged on an hourly basis. Please initial SLM ☒ (BLM) RLM ☒ (RLM).

Contract terms agreed to by:

Brian L. Mohring ✓
Brian L. Mohring

Dated: 4/4/21

Rayna L. Mohring ✓
Rayna L. Mohring

Dated: 4/4/21

Gary W. Short
Gary W. Short

Dated: 4/6/21